

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

SUPERIOR COURT
CIVIL ACTION NO. 76-3136

SHAWMUT COUNTY BANK, N.A.,
Plaintiff

VS

MORDECHAI BEN-HARUSCH AND
MICHAEL J. FLYNN,
Defendants

AFFIDAVIT OF
CHARLES W. CRAVEN
VICE PRESIDENT
SHAWMUT COUNTY
BANK, N.A.

1. My name is Charles Craven and I am Vice President and branch manager of the Winchester Branch of the Shawmut County Bank, N.A. (hereinafter "Bank")

2. On or about March 12, 1976 I was on duty at the Winchester branch of the Bank. I was presented a check drawn on the Middlesex Bank, N.A. on the account of defendant Michael J. Flynn (hereinafter "Check") (a copy of which is attached to Plaintiff's Complaint) by defendant Mordechai Ben-Harusch (hereinafter "Harusch"). I was asked by Harusch to cash the check. The amount of the check was \$6,500.00. Harusch was given the money. Harusch was known to me because he and his estranged wife were customers of the Bank.

3. Prior to the Bank merging with the Winchester Office this particular branch was the Winchester National Bank. The Winchester National Bank had given a real estate mortgage on property located at 25 Wedgemere Avenue, Winchester



then owned by Harusch and his estranged wife, Phyllis.

4. The check was returned to the Bank for "insufficient funds."

5. I immediately contacted Harusch and explained the problem with his check, he told me to redeposit it. I also informed defendant Flynn of the fact that his check was drawn on an account which had insufficient funds.

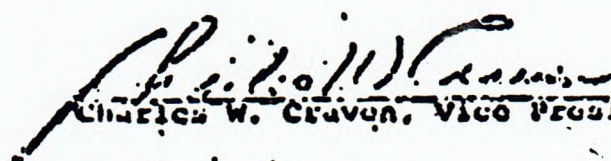
6. After informing Flynn of his check he then advised me that he was representing Harusch's wife in a divorce proceeding. He further explained to me that he gave this check to Harusch in connection with a settlement he was arranging between Harusch and Flynn's client, Phyllis Harusch. Flynn told me that the check he gave to Harusch was his personal account not his business account. Flynn further went on to explain that he knew that he had no funds in the account to cover the check he gave to Harusch. Flynn also said that he did not date the check.

7. The check was returned a second time for insufficient funds. I once again notified both defendants.

8. I have never been informed of these facts by either defendant prior to my conversations with Flynn.

9. There is a reasonable likelihood that the bank will prevail in this matter.

10. I know of no liability insurance that would satisfy a judgment against Flynn.


Charles W. Craven, Vice President

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Then personally appeared the aforesaid Charles W. Craven, Vice President and made oath that the foregoing statements were true to his personal knowledge, under the pains and penalties of perjury this 10th day of September, 1976.


Notary Public

My commission expires: 12/1/1977